

GEESYS TECHNOLOGIES CONTRACTUAL WARRANTY

“GEESYS” means the local legal entity of GEESYS Technologies (India) Private Limited that sold you (either directly or indirectly) the products.

“Product” means the GEESYS Technologies (India) Private Limited or related branded product (or other related device as identified above) that you purchased from GEESYS Technologies (India) Private Limited.

Geographic Validity: India, or other additional geography upon validation by GEESYS.

Length of Warranty: 2 years

TERMS & CONDITIONS

- GEESYS can give warranty to the original purchaser provided the product is still in possession of and used by the original purchaser from the date of purchase. Any defective product/ component will be repaired or replaced within the warranty period on receipt of the product/component with this card duly filled and stamped by the selling dealer along with original purchase bill, provided the product/ components is sent to us or our nearest SERVICE CENTRE, freight paid & packed securely.
- During warranty period, defective Product will be repaired and defective part or parts will be Repaired or replaced free of charge, provided that the defective product/part is packed securely, sent to & collected from our nearest service Centre.
- GEESYS obligation under this warranty is limited to repairing or replacing, at its own sole option, any such defective products or parts thereof. Repair or replacement of a defective product or part thereof does not extend the original warranty period.
- The company reserves the right to decide as to whether the repair work should be carried out in the company’s service centre or at site or at any other place.
- If your Product becomes defective and you notify GEESYS of such defect within the Warranty Period, GEESYS will repair or replace the defective Product (at no charge to you) with new or reconditioned parts, or similar parts of functional equivalence, provided that GEESYS through inspection establishes the existence of such a defect which is covered by this Contractual Warranty. Alternatively, GEESYS may elect (at its sole discretion) to provide you with cash compensation equal to the Product’s value.
- If GEESYS repairs or replaces a Product, its warranty continues for the remaining portion of the original Warranty Period or 90 days from the date of the return shipment to the customer or 90 days from the date of the site repair whichever is greater. All replaced Products and all parts removed from repaired Products become the property of GEESYS.
 - This equipment should be used in accordance with the user manual issued with the equipment. Any failure thereof will render this warranty null and void.
 - The warranty will not apply to defects arising in company’s opinion by reasons of accident, abuse, misuse, neglect.

- Equipment installed by personnel other than the company representatives or authorised persons are specifically excluded from warranty unless such installation by third parties is done with prior permission in writing from the company.
- Improper installation of equipment by third party will make this warranty null and void.
- Warranty is void if the seal of warranty is broken.
- The warranty will not apply to damages caused to equipments or failure due to fire, flood, lightning, or other acts of GOD and any other natural calamities.
- Repair or maintenance work carried out to the equipment by any person other than the company authorized person will make the warranty null and void.
- The problem of fuse, SPD and MCB blown will not be included in the warranty of the product. The services given for the same will be paid service.
- This warranty replaces all other guarantees/warranties either expressed or implied given by the company earlier.
- The warranty SPECIFICALLY EXCLUDES consequential damages.
- The warranty will become null and void in case of altering or tampering of the serial numbers of the product or the components or unauthorized modification or alteration of the products or components from the factory design.
- The company, is in no way, will be held liable for any injury or damage caused to life or property or death and disability caused to any form of life for any reason whatsoever.
- Company will not be responsible for any delay in servicing due to non-availability of any components or due to any reasons beyond the control of the company.
- Notwithstanding anything contained in this warranty document the company's liability is restricted to a maximum of the sale value of the product.
- GEESYS reserves the right to make changes in design and specifications without notice and without any obligation to install such changes on units previously supplied.
- In no event will GEESYS., its distributors / dealers be liable for any loss or injury or damage caused to life or property or death & disability caused to any form of life for any reasons whatsoever. The company, its distributors / dealers will also not be liable for consequential damages or for any expenses incurred by the buyer or user, due to use or sale of products sold by GEESYS., directly or through its authorised Distributors / dealers or any third party
- All disputes arising out of the warranty will be subject to courts of Chennai jurisdiction only.

GEESYS Assembly Warranty.

For a period of five (5) years from the delivery date, GEESYS warrants that the Assembly will be free from defects in workmanship under normal operating conditions and shall conform to the Customer's Specification and/or Drawing. To the extent GEESYS provides advisory services, no specific result is assured or guaranteed. If during the warranty period, the Assembly does not comply with the warranties set forth in this Section 1 the liability of GEESYS under this warranty is limited, at GEESYS's sole discretion, to repair the defect, replace the defective component, or remove the Assembly and provide a refund in an amount not to exceed the original purchase price actually paid for the Assembly, provided that

- GEESYS is promptly notified in writing by Customer during the applicable warranty period with a detailed description of the Assembly defect or non-conformance, and
- (ii) GEESYS confirms to its satisfaction that a defect or non-conformance actually exists. The aforementioned provisions do not extend the original warranty period of the Assembly, or any part thereof, which has either been repaired or replaced by GEESYS.

Manufacturer Warranties

Manufacturers of certain Assembly components, such as breakers and enclosures (“other Manufacturers”) may provide warranties for such components for a shorter period and under different terms than that offered by GEESYS. To the extent permissible by the contract between GEESYS and these Other Manufactures, GEESYS hereby assigns to Customer any applicable manufacturer warranties. Other Manufacturer’s warranties shall supersede the one specified in Section 1(a). GEESYS makes no representation or warranty, and customer shall seek no recourse from GEESYS, regarding the warranties of Other Manufacturers, including, without limitation, the corrosion resistance of the Assemblies.

Warranty Limitations

This Warranty does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. The warranty claims that relate to defects caused by any of the following factors are not covered by this Warranty:

- Improper use or non-compliance with installation, commissioning, operation or maintenance instructions (i.e. not according to the operation & installation manual)
- Unauthorized commissioning, modifications, changes or attempted repairs
- Vandalism, destruction through external influence and/or persons/animals
- Use in an unsuitable environment, including any environment or location that causes excessive wear and tear or dirt or dust or debris buildup within the system or that is difficult or unsafe for GEESYS representatives to access Insufficient ventilation caused by, for example, blocked air inlets and/or outlets
- Installation in a corrosive environment.
- Exposure to environmental conditions that your Product was not specifically designed to withstand as indicated in the applicable specifications for your Product or by default with the specifications proposed by GEESYS in its commercial offer.
- Failure to observe applicable safety standards & regulations
- Damages during transportation or storage
- Force majeure, examples include, but not limited to: fire, flood, earthquakes, storm damage, overvoltage & lightning strikes
- Exposure to fire, water, snow, moisture, or liquid ingress (except for any such exposure to environmental conditions that your Product was specifically designed to withstand as indicated in the applicable specifications for your Product)

- If the original identification (trade-mark, serial number) markings have been defaced, altered, or removed
- Consumable components of any type are not covered by this Warranty, including but not limited to: fuses, surge arrestors and filters
- Cosmetic shortcoming which impair the use of the Product
- the failure of customer or its subcontractors to comply with the specifications and drawings;
- alterations or repairs made to the Assembly, the Assembly's supporting structure, or to any part of the Assembly or associated wiring and parts without GEESYS's written approval;
- abuse or negligence by anyone other than GEESYS;
- failure of the Assembly to perform as a result of the consequences of legislative, administrative, or executive regulation, order or requisition of the federal government, local utility or public utilities commission, or any state or municipal government or official;

Warranty claims also exclude:

- Damages arising due to the fact that the use of the Product for the intended purpose is no longer possible or only possible with restrictions as a result of amendments to the statutory provisions applicable to the operation of the Product made after the delivery of the Product.
- Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair & replacement of the Product (including but not limited to labour, transportation, temporary power).
- Costs or damages arising from changes to existing PV systems, building installations or other site changes.
- This warranty only applies to defects in workmanship and materials which does not include claims involving regulatory compliance. To make sure your Product meets the applicable regulatory requirements which are in place at the time of purchase, please see the applicable Product Manuals and/or your sales contract.

4. Warranty Return and Repair Process

Contact GEESYS Customer Service representative with brief description of the error to evaluate & troubleshoot the issue while the Product is in the field as many problems can be solved on site. Please contact your local GEESYS Customer Service Centre or visit our website at:

<http://www.geesysindia.com/register-product.php>

When you contact GEESYS to obtain service, please have your instruction manual ready for reference and be prepared to supply:

- The serial number and Product code of your Product
- Information about the installation and commissioning, or commissioning report
- Information about the failure
- A copy of your dated GEESYS commercial invoice

Out of Warranty Service

If the Warranty Period for your Product has expired, if the Product was damaged by misuse or incorrect installation, if other conditions of the warranty have not been met, or if no dated proof of purchase is available, your Product may be serviced or replaced for a fee, as determined by GEESYS in its sole discretion.

Contact GEESYS Customer Service representative according to Section 4 above.

Disclaimer of Implied and Other Warranties and Limitation of Liability:

THIS CONTRACTUAL WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY GEESYS IN CONNECTION WITH YOUR GEESYS PRODUCT AND IS, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS CONTRACTUAL WARRANTY. IN NO EVENT WILL GEESYS BE LIABLE FOR:

(A) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF GEESYS HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE;

(B) ANY LIABILITY ARISING IN TORT, WHETHER OR NOT ARISING OUT OF GEESYS 'S NEGLIGENCE, AND ALL LOSSES OR DAMAGES TO ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER PRODUCT OR SYSTEM; AND

(C) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT BY PERSONS NOT AUTHORIZED BY GEESYS.

LIMITATION OF LIABILITY

WHERE APPLICABLE LAW ALLOWS AND DOES NOT PROHIBIT OR LIMIT SUCH LIMITATION, GEESYS'S LIABILITY FOR ANYTHING RELATING TO THIS PRODUCT SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.

IF APPLICABLE LAW DOES NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES, LIMITATION OF LIABILITY, ON THE DURATION OF AN IMPLIED WARRANTY, OR ON THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION(S) OR EXCLUSION(S) WILL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS CONTRACTUAL WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH WILL VARY FROM JURISDICTION TO JURISDICTION.

Force Majeure. Except for Customer’s obligations to pay GEESYS hereunder, neither Party shall be liable to the other Party for any failure or delay in performance caused by reasons beyond its reasonable control, including, without limitation, acts of God, war, riot, embargoes, terrorists, acts of civil or military authorities, fire, flood hurricanes, typhoons, tornados, winds in excess of ninety (90) mph, volcanoes, earthquakes or accidents. If all or any portion of the Assembly is destroyed by a Force Majeure event, any work done or materials furnished by GEESYS in restoring or rebuilding the Assembly will be paid for by Customer as extra work pursuant to the procurement process. Without limiting the generality of the foregoing, GEESYS will not be liable or deemed to be in breach of the contract by reason of any delay or failure to perform caused by any act or omission of Customer.

Entire Warranty. GEESYS’s Warranty/Limitations of Liability constitutes the sole and entire warranty between the parties, and supercedes all written agreements, commitments, representations or understandings with respect thereto. No other document or amendment of this Warranty shall be part of this Warranty, unless in writing and signed by the parties’ authorized representatives.

Severability

If a part, provision or clause of terms within this document, are held invalid, void, or unenforceable, such holding shall not affect the remainder of the document, and to this end the terms and conditions shall be treated as severable.

Certificate of Warranty

Manufacturing/Trading Company:

M/s. GEESYS Technologies,
No.33, Alandur Road,
Saidapet, Chennai – 600 015.
Tamil Nadu, India.
Telephone: +91 44 9962012354.
Email: geesyscare@geesysindia.com

Product:

Name :
Type :
Brand :
Model :
Serial Number :
Delivery Date and Place :
Warranty Period :

Authorised Dealer/Vendor:

Name :
Address :
Phone :
Invoice Date and Number :

Authorised Official
Signature/Seal

Official of the Authorised Dealer
Signature with Date/Seal

For more information, please visit the “Service” section of our website at www.geesysindia.com